

Stip does not directly
affect confirmed plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Tracy Y. Taylor aka Tracy Taylor aka Tracy Y Taylor-Barkley dba Taylor's Personal Care Home LLC	<u>Debtor</u>	CHAPTER 13
M&T BANK	<u>Movant</u>	NO. 18-17997 ELF
vs.		
Tracy Y. Taylor aka Tracy Taylor aka Tracy Y Taylor-Barkley dba Taylor's Personal Care Home LLC	<u>Debtor</u>	11 U.S.C. Section 362
William C. Miller, Esquire	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$9,775.20**, which breaks down as follows;

Post-Petition Payments:	June 2019 to September 2019 at \$2,590.65/month
Suspense Balance:	\$587.40
Total Post-Petition Arrears	\$9,775.20

2. The Debtor(s) shall cure said arrearages in the following manner;

- Within seven (7) days of the Court approving this Stipulation, the Debtor shall make a down payment in the amount of **\$7,000.00**;
- Beginning on October 1, 2019 and continuing through March 1, 2020, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$2,590.65** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of **\$462.54 from October 2019 to February 2020 and \$462.50 for March 2020** towards the arrearages on or before the last day of each month at the address below;

M&T BANK
P.O. BOX 62182
BALTIMORE, MD 21264-2182

Overnight Mail

M&T BANK
1 Fountain Plaza 7F
Buffalo, NY 14203

Payment by Phone

M&T Bank: 800-724-2224

or

Bayview Customer Service: 866-709-3400

c). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 20, 2019

By: /s/ Kevin G. McDonald, Esquire
Attorney for Movant

Date: September 27, 2019

/s/ Stephen Matthew Dunne, Esquire
Stephen Matthew Dunne, Esquire
Attorney for Debtor

Date: October 1, 2019


William C. Miller, Esquire NO OBJECTION
Chapter 13 Trustee *without prejudice to any
trustee rights and remedies.

ORDER

Approved by the Court this 3rd day of October, 2019. However, the court retains discretion regarding entry of any further order.


Bankruptcy Judge
Eric L. Frank